

**Town of Frederick, Colorado
Bella Rosa Golf Course Management Lease
Request for Proposals (RFP)**



RFP Issue Date: December 31, 2015

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IMPORTANT DATES

Non-Mandatory preproposal meeting: January 12, 2016 9:00 a.m. at Town Hall

Last date for questions: January 18, 2016 5:00 p.m.

Updated addenda (if necessary): January 19, 2016 12:00 p.m. <http://www.frederickco.gov/Bids.aspx>

Bid opening: January 22, 2016 12:00 p.m.

***The PROPOSAL SIGNATURE FORM MUST BE COMPLETED (PAGE 9)!**

INTRODUCTION

The Town of Frederick, a political subdivision of the State of Colorado (hereinafter "Town of Frederick" or the "Town") will receive proposals from individuals, corporations, partnerships, and other business entities authorized to do business in the State of Colorado, for the purpose of granting the right to operate the Bella Rosa Golf Course Facilities including operations, management and maintenance of public golf course and restaurant.

The Town is soliciting requests from qualified for individuals, corporations, partnerships, and other business entities authorized to do business in the State of Colorado for proposals to employ and manage the staff and operate the Bella Rosa Golf Course including, grounds and facility maintenance, driving ranges, pro shops, concessions, restaurant and bar. Bella Rosa Golf Course located at 5830 Bella Rosa Parkway, Frederick, CO 80504 was acquired by the Town in 2005. It is a nine hole Executive Golf Course situated on a very natural environment having beautiful views of the mountains along the front range. The total course measures 2,974 yards from the back tees and is a par 35 course. The facility also includes a putting green, a grass driving range with pin targets, and a chipping green area. On the property exists three structures:

1. Ranch 1 story consisting of 1,677 sq. ft. built in 1994
2. Maintenance shed/utility area measuring 1,500 sq. ft. built in 1994
3. Clubhouse consisting of 3,834 sq. ft. built in 2007 – The clubhouse includes approximate sized areas as follows:
 - a. A pro shop consisting of approximately 650 sq. ft.
 - b. Restaurant and Lounge area with an approximate area of 1,500 sq. ft. and kitchen area of approximately 265 sq. ft. Total seating capacity of Bella Rosa Restaurant and Lounge Area is 92.

SECTION 1: REQUEST FOR PROPOSAL SUBMITTAL

Position Submission

To be considered, one original, five (5) copies, and one digital version of the proposal must be submitted in a sealed envelope and received by Friday January 22, 2016 by 12:00 p.m. (postmarks on this date that do not meet the delivery time will not be accepted). The digital copy of the proposal may also be submitted via email or a cloud based system such as Dropbox or Google Drive to mlecerf@frederickco.gov. Submitted Proposals should be addressed to:

Town of Frederick
Attn: Town Manager
Bella Rosa RFP
P.O Box 435
401 Locust Street
Frederick, CO 80530

Questions about the RFP should be directed to:
Matt LeCerf, Town Manager
mlecerf@frederickco.gov

What needs to be included in your position submission:

The following information is intended to assist with the preparation of the proposal and solicit information from the applicant as to the methodology by which the applicant will deliver services. The proposal narrative should include a philosophy statement demonstrating the applicants approach to service delivery to the general golf community, how they will improve the golf and restaurant operation at the municipal courses, with specific reference to the tasks defined in this Request for Proposals.

Statements shall include: Please provide specific examples where appropriate.

1. Description of the applicant's goals and overall approach to operation of golf facilities.
2. Delineate the applicant's approach to customer service and relationships with local golf groups affiliated with the golf course. State specific examples of past experience.
3. Describe the methods and basis for budget development and fiscal responsibility.
4. Describe business practices and methods.
5. Describe methods and philosophy for evaluating services and measuring success.
6. Describe marketing strategies and approach.
7. Describe any changes, if any, you plan to make at the golf course to advance the image of the facility and the golf course.
8. Describe your plan for a required junior golf program
9. Provide an outlook and needs related to capital improvements/equipment that may be necessary for the Golf Course and Clubhouse to continue to succeed.
10. Provide a description of the applicant's philosophy towards and methodology for providing the following programs:
 - a. Marshalling program and pace of play
 - b. Fee structure development, of Green Fees and Annual Memberships including an overview of any planned changes to golf rates as shown at bellarosagolf.com/fees and when they will take effect
 - c. Instructional programs including first-tee/junior programming
 - d. Establishment of discount programs, play and membership incentives
 - e. Use of facility by schools and development of junior programs
 - f. Pro shop design and dress code for golf professional staff
 - g. How you will plan to maintain equipment and systems owned by the Town, including irrigation to the manufacturer's standards over the term of the contract. A list of equipment is provided in this RFP

Experience

Minimum qualifications include that the applicant has at least five (5) years' experience as a manager in the golf profession with management experience and responsibility in at least a similar size facility. Proposals should include a detailed description of all previous experience in working with public/private agencies and list specific references and appropriate contact information. Applicant shall list any additional golf related operations currently under contract and the remaining length of those contracts.

Applicant shall include a copy of the PGA Professional certifications of their proposed team and a list of the applicant's anticipated key personnel to be employed and their qualifications and duties for each position.

SECTION 2: SCOPE OF SERVICES

The minimum scope of services and responsibilities of the operator shall include tasks described below:

1. Employ and develop an organization to manage all of the staff necessary to staff and maintain the facilities.
2. Plan and implement best practices to re-establish growth of Membership and rounds played at Bella Rosa Golf Course.
3. Maintain all buildings and property/equipment owned by the Town and used to operate the golf course.
4. Prepare and implement an annual budget for all aspects of the operation for Bella Rosa Golf Course including all expenses, wages, and capital.
5. Identify and hire the professional staff and casual labor necessary to operate the Town facilities.
6. Produce daily, monthly, quarterly, and annual reports as required by the Town to measure efficiency and productivity of the operator that shall include at a minimum the number of rounds played, net receipts, expenses and wages.
7. Provide and sell golf merchandise and services, and operate food and beverage services at Bella Rosa Golf Course.
8. Manage all facilities operations including collection and accounting of daily greens fees, categorical recording of rounds played, selecting and acquiring all golf related merchandise and supplies for retail merchandising adequate to respond to demand.
9. Develop and implement critical business systems including but not limited to scheduling all tournaments/events and daily tee times, collecting all fees, preparing and submitting invoices for payment, completing asset inventories, developing personnel management procedures
10. Operate and maintain a fleet of carts adequate to respond to demand for public rental.
11. Develop an organizational design and propose key individuals to assist in the management and maintenance of the facilities
12. Actively coordinate golf activities with golf course maintenance to minimize interference with play and smooth administration of tournaments and special events.
13. Maintain appropriate insurance.
14. Develop a plan to assure an appropriate pace of play at the course.
15. Actively promote and conduct the Junior Golf Clinics and Tournaments.
16. Keep the Golf Course and practice area open for play during a published schedule approved by Board.
17. Maintain all required licenses, permits, and certifications for operation including and any other licenses required. This also includes to be qualified to receive and maintain in good standing an alcohol license from the Town of Frederick Liquor Licensing Board. (A transfer of the existing license may be an option with the current lessee on record).
18. In addition to the aforementioned, specific duties shall include the following:
 - a. Tournaments - Meet with sponsors and organizers for the purposes of planning and implementing the details of the tournament, including but not limited to; securing carts, assigning starting times, assigning carts, preparing scorecards and scoring sheets, keep the tournament and field on starting times, keep players moving, record scores, determine winners, be on site for rules decisions.
 - b. Golf Cart Operations – Manage a safe, well maintained operating fleet of cars to handle the requirements of the course. Make arrangements for the rental, delivery and pick-up of

outside rental golf carts when the existing fleet is insufficient to provide enough rental carts for participants in outside tournaments.

- c. Marketing - develop an affordable marketing plan to improve memberships, rounds of golf, leagues and outings.

- 19. Assume existing agreements for leagues, outings, memberships, etc. and honoring existing passes and coupons.

SECTION 3: CRITERIA FOR SELECTION

The Town Manager may initially review the proposals. The Board of Trustees, will make the final determination and reserves the right to award this proposal to the firm considered the most qualified based upon a combination of factors including, but not limited to the following:

1. Price offered for the annual lease agreement
2. Compliance with qualifications criteria
3. Completeness of the proposal
4. Financial strength and capacity of the firm
5. Correlation of the proposals submitted to the needs of the Town
6. Any other factors which may be deemed to be in the Town's best interest

While the evaluation factors are price and demonstrated ability of the applicant(s) to efficiently perform the Scope of Services as generally outlined above, the Town will be seeking to identify the proposal(s) which provide the **Highest and Best** solution to operate and maintain the public golf course including operations, management, and maintenance services at Bella Rosa Public Golf Course and Clubhouse as determined from the responses to this Request For Proposals and subsequent investigation. It is conceivable that the applicant with the Highest quoted revenue to the Town may not be selected for negotiation of an agreement if competing proposals are deemed to provide better overall terms and benefits for the Town.

If desired by the Town, in-person interviews may be conducted with responsible applicants who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of (a) conformance to the solicitation requirements, (b) the abilities of the applicant, and (c) the proposal submitted.

If desired by the Town, applicants at their expense shall be available for presentations to and interviews with the Town Manager or Board of Trustees, upon notification from the Town Manager's Office. The date(s) and time(s) of any such presentations / interviews, if necessary, shall be determined solely by the Town.

SECTION 4: INDEMNITY, INSURANCE, AND CONTRACT DETAILS

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the Town of Frederick, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

The Firm shall furnish within ten (10) working days of Notice of Award, certificate(s) of insurance providing insurance coverage as follows (these are subject to change):

(A) Workers' Compensation Insurance - Covering all persons engaged in work under this contract to the full statutory limits as required by Colorado State Statute.

(B) Comprehensive General Liability Insurance - Including premises and operations. Product and completed operations, contractual and independent Firm's protection with limits as follows:

| | Construction | Non-Construction |
|--|--|---|
| Bodily Injury \$1,000,000/ea | \$500,000/ea | |
| | \$1,000,000 occurrence | \$500,000 occurrence |
| Property Damage or Bodily Injury/ Property Damage | \$500,000 occurrence/ \$500,000 aggregate | \$250,000 occurrence \$250,000 aggregate |
| | \$1,000,000 CSL | \$500,000 CSL |

(C) Automobile Liability Insurance - Including owned, non-owned and hired motor vehicles as well as Colorado Property Protection Insurance as required by statute. Limits as follows:

| | If vehicles are required for construction work | If vehicles are not required for construction work |
|--|--|--|
| Bodily Injury | \$1,000,000/ea | \$500,000/ea |
| | \$1,000,000 occurrence | \$500,000 occurrence |
| Property Damage or Bodily Injury/ Property Damage | \$300,000 occurrence/ \$300,000 aggregate | \$250,000 occurrence \$250,000 aggregate |
| | \$1,000,000 CSL | \$1,000,000 CSL |

The above requirements should not be interpreted to limit the liability of the Firm under this contract.

All insurers shall be either licensed or authorized to do business in the State of Colorado.

These coverages shall protect the Firm, its employees, agents, representatives and subcontractors against claims arising out of the work performed.

The Town of Frederick, its officials, agents and employees shall be included as additional insured with respect to all liability policies herein.

A 180 day cancellation clause with notice to the Town of Frederick shall be included; words modifying the cancellation clause such as "endeavor to" provide notice will be unacceptable and must be stricken. It shall be the Firm's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

Contract Award

Contract Award is subject to the successful negotiation of an agreement covering both services and revenue to the Town, and the vote of the Board of Trustees to approve and authorize execution of an agreement document. Although negotiable, the Town is interested in a minimum of a 3-year lease agreement, subject to annual approval conditions.

The Town will require the following concepts to be part of the negotiated agreement:

Termination for Public Convenience: In addition to other termination clauses, specific text shall be included to allow the Town to terminate the agreement for public convenience. The composition of the

text shall take into consideration any fixed equipment or facility enhancements as Capital Investment made by the Licensee as of the date of the termination.

Disclosure of Ownership and any change to ownership in excess of 10% of the rights of the Licensee during the term of the contract.

Written and fully Executed Amendments required. No change to the terms of the agreement shall be enforceable or effected unless the change has been presented in writing, considered by the Town, and a written addendum to the agreement executed by both parties has been completed.

Prohibition of any assignment, pledging, transferring or encumbrance of any interest that is the responsibility of, or income due to the Licensee in performance of this agreement. Termination of this contract by the Town shall be automatic and irrevocable upon such action by the Licensee.

1. Violation of any of the terms of the Agreement.
2. If the licensee is subject to a charging order or tax lien, which is not dismissed or resolved to the satisfaction of the Town within thirty (30) days after assessment or attachment.
3. If a licensee is bankrupt. A licensee shall be considered bankrupt if the licensee files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the licensee and the petition is not dismissed within sixty (60) days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding licensee's debts other than by the payment of them in the full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

Drug Free Workplace. The Town will require that employees at the golf course will be required to maintain a drug free workplace.

SECTION 5: DETAILS OF IMPORTANT DATES

| Date | Item | Description |
|-------------------------------------|--|--|
| December 31, 2016 | Issuance of Request for Proposal | http://www.frederickco.gov/Bids.aspx |
| January 12, 2016 – 9:00 a.m. | Non-Mandatory Pre-Proposal Submittal Meeting | To ensure that all prospective applicants have sufficient information and understanding of the Town's needs, a Non-Mandatory SITE VISIT AND INFORMATION CONFERENCE will be held on <u>January 12, 2016, starting at 9:00 AM, in the Board Chambers</u> at Town Hall 401 Locust Street, Frederick, CO 80530, to be followed by a site visit to the Bella Rosa Golf Course. All applicants are encouraged to attend this information conference. |
| January 18, 2016 – 5:00 p.m. | Last day for questions in writing | Each applicant shall examine all Request For Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. <u>Any inquiries, suggestions</u> |

| Date | Item | Description |
|--------------------------------------|--|---|
| | | <p><u>or requests concerning interpretation, clarification or additional information pertaining to the Request For Proposal shall be made in writing through the Town Managers Office. The Town shall not be responsible for oral interpretations given by any Town employee, representative, or agent.</u></p> <p>The issuance of a written addendum by the Town Manager's Office is the only official method whereby interpretation, clarification or additional information can be given. This deadline has been established to maintain fair treatment for all potential bidders or applicants, while ensuring an expeditious transition to a final agreement. Questions should be sent to Matt LeCerf, Town Manager – mlecerf@frederickco.gov.</p> |
| January 19, 2016 – 12:00 p.m. | All addenda will be finalized and posted | <p>All updates to the RFP including any questions asked will be provided on the Town website as an addenda at this time. These can be accessed at http://www.frederickco.gov/Bids.aspx.</p> |
| January 22, 2016 – 12:00 p.m. | Bid Openings | <p>Proposals will be <u>publicly opened</u> at Frederick Town Hall, 401 Locust Street, Frederick, Colorado 80530 by the Town Manager or his designee at the time and date stated on the cover sheet. All applicants or their representatives are invited to attend. Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the applicant to have their proposal delivered to the Frederick Town Hall office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the applicant shall be responsible for its timely delivery to Town Hall. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the applicant's request and expense. No review of the proposal documents shall be conducted at the public opening of the proposals. Frederick</p> |

| Date | Item | Description |
|------|------|--|
| | | will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics or the completeness of the offer. |

PROPOSAL SIGNATURE FORM
Bella Rosa Golf Course Management Request for Proposals (RFP)

Firm Name

Mailing Address

Email

City, State, Zip Code

Telephone Number

The undersigned attests to his or her authority to submit this proposal and to bind the firm herein named to perform the services offered in a two party agreement. If the firm is selected by the Town the undersigned certifies that he/she will negotiate in good faith to establish limited contract rights to operate, manage, and maintain specified Town Facilities and to provide the selected services as may be determined by the Town which are detailed in this Request for Proposal.

Signature

Witness Signature

Date

Date

Name and Title of Above Signer

Name and Title of Above Signer

Financial Offer (in numbers) for Annual Lease of Bella Rosa Golf Course: _____

Financial Offer (in writing) for Annual Lease of Bella Rosa Golf Course: _____

Desired Term of the Agreement: _____ years

THIS PAGE MUST BE COMPLETED

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